

REMARKS

Claims 7-9 remain in this application. Claims 1-6 and 10-15 have been canceled.

Claim 7 has been amended in view of the disclosure in U.S. Pat. No. 4,472,461.

Support for this amendment can be found throughout the specification at, for example, page 5, lines 28-32. In addition, claims 8 and 9 have been amended to reflect proper claim dependency for such claims.

It is submitted that no new matter has been included in the above amendments.

Anticipation Rejection

Claims 6-9 stand rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Pat. No. 4,472,461 ("Johnson").

For the reason set forth below, the rejection is traversed.

Johnson purports to disclose an apparatus and a method for producing controlled discrete perforations in an adhesive-coated porous web such as cloth. (Col. 2, Ins. 13-17.) A substantially porous web 12, initially uncoated is directed towards the adhesive coating station 20. (Col. 3, Ins. 26-36.) Adhesive 28, which is substantially non-porous and non-permeable to a gas, is automatically spread onto the surface of the adhesive application roller 24. (Col. 3, Ins. 43-48.) As the porous web moves into contact with the roller, liquid adhesive is transferred onto the inner web surface. (Col. 3, Ins. 51-61.) The adhesive coated web travels an appropriate process rate of speed towards the gas perforating means 34 including gas directing tube 38. (Col. 4, Ins. 31-37.) Gas streams exiting from the plurality of openings 44 of the directing tube 38 impinge the adhesive coating 28 on the surface of the porous web resulting in a plurality of discontinuities or apertures 46. (Col. 4, Ins. 46-51.) Individual, cleanly demarcated perforations or apertures 46 are formed in the adhesive-coating 28, at the site of each gas jet impingement, by gas being forced through the substantially continuous adhesive-coating 28 adhered to the porous web. (Col. 4, Ins. 59-63.) The relative gas porosity of the web material and the thickness and consistency of the adhesive determines the gas pressure required to perforate the adhesive. (Col. 4, Ins. 63-69.) The gas-perforated adhesive-coated porous web is then passed through a conventional convection oven for curing or congealing of the adhesive coat. (Col. 5, Ins. 19-23.)

In making the rejection, the Examiner asserted that Johnson is concerned with the creation of nonwoven material comprising an adhesive composition and a plurality of apertures (abstract). (Paper 12 at 2.) The Examiner further asserted that "Said adhesive disposed in a pattern (abstract)." (Paper 12 at 2.)

First, with all due respect, it is not seen where the abstract discloses that the "adhesive is disposed in a pattern on the surface." The abstract does, however, state that "predetermined patterns of perforations in the adhesive coated web may be obtained. (Abstract, 7th line from bottom).

To make a proper anticipation rejection, there must be no difference between what is claimed and what is disclosed in the applied reference. "Moreover, it is incumbent upon the Examiner to *identify wherein each and every facet* of the claimed invention is disclosed in the applied reference." *Ex parte Levy*, 17 USPQ2d 1461, 1462 (BPAI 1990). The Examiner is required to point to the disclosure in the reference "*by page and line*" upon which the claim allegedly reads. *Chiong v. Roland*, 17 USPQ2d 1541, 1543 (BPAI 1990).

The rejection failed to properly identify where in the Johnson each and every element of claim 7 is shown. The rejection stated is that the Johnson's abstract discloses "said adhesive is disposed in a pattern." However, as seen above, no such disclosure can be found in the abstract. Therefore, the rejection is insufficient as a matter of law to support a conclusion of anticipation, and the rejection should be withdrawn.

Secondly, Johnson discloses that adhesive is applied to the entire surface of the porous web to form an adhesive tape and apertures or perforations are formed in the adhesive coatings prior to curing. It is not seen where Johnson discloses aperturing or perforating uncoated areas. Claim 7 has been amended to differentiate over Johnson's disclosure. For this reason, the rejection is improper and should be withdrawn.

Obviousness Rejection

Claim 9 was rejected under 35 U.S.C. 103(a) as being unpatentable over Johnson.

For the reason set forth below, the rejection is traversed.

The disclosure of Johnson set forth above is incorporated herein by reference.

In making the rejection of Claim 9, the Examiner acknowledged that Johnson is silent with respect to the specific composition of the adhesive. (Paper 12 at 3.)

To fill the acknowledged gap, the Examiner merely reasoned "would have been obvious to utilize either a hydrophilic or a hydrophobic adhesive" and that "these two alternatives encompass virtually all known adhesives." The Examiner then concluded that "the skilled artisan would have been motivated to select one by the desire to reduce the teachings of Johnson to practice." (Paper 12 at 3.)

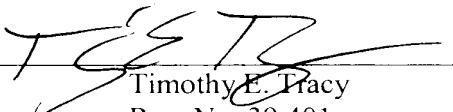
Moreover, the arguments presented above with respect to the anticipation rejection apply to the obviousness rejection, as well. The claims have been amended in view of Johnson.

"Determination of obviousness cannot be based on the hindsight combination of components selectively culled from the prior art to fit the parameters of the patented invention." ATD Corp. v. Lydall, Inc., 159 F.3d 534, 546, 48 USPQ2d 1321, 1329 (Fed. Cir. 1998). There must be a teaching or suggestion within the prior art, within the nature of the problem to be solved, or within the general knowledge of a person of ordinary skill in the field of the invention, to look to particular sources, to select particular elements, and to combine them as combined by the inventor.

For these reasons, the rejection is improper and should be withdrawn.

Accordingly, for the reasons set forth above, withdrawal of the rejections and objections and allowance of the claims is respectfully requested. If the Examiner has any questions regarding this paper, please contact the undersigned.

Respectfully submitted,

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